

## **Supplemental Subwatershed Work Plan Agreement Number 5**

**between the**

**Potomac Valley Conservation District  
City of Keyser  
West Virginia State Conservation Committee  
(Referred to herein as sponsors)**

**and the**

**United States Department of Agriculture  
Natural Resources Conservation Service  
(Referred to herein as NRCS)**

Whereas, the work plan for the New Creek-Whites Run Subwatersheds of the Upper Potomac River Watershed was executed by the sponsors named therein and the Soil Conservation Service (SCS, now NRCS), became effective December 1956; and

Whereas, the Supplemental Subwatershed Plan Agreement Number 1 for the New Creek-Whites Run Subwatersheds of the Upper Potomac River Watershed, State of West Virginia, executed by the Sponsors named therein and the NRCS, became effective December 1959; and

Whereas, the Supplemental Subwatershed Plan Agreement Number 2 for the New Creek-Whites Run Subwatersheds of the Upper Potomac River Watershed, State of West Virginia, executed by the Sponsors named therein and the NRCS, became effective December 1960; and

Whereas, the Supplemental Subwatershed Plan Agreement Number 3 for the New Creek-Whites Run Subwatersheds of the Upper Potomac River Watershed, State of West Virginia, executed by the Sponsors named therein and the NRCS, became effective May 1961; and

Whereas, the Supplemental Subwatershed Plan Agreement Number 4 for the New Creek-Whites Run Subwatersheds of the Upper Potomac River Watershed, State of West Virginia, executed by the Sponsors named therein and the NRCS, became effective August 1991; and

Whereas, in order to rehabilitate Site 14 of said subwatershed, it has become necessary to modify said agreement; and

Whereas, the rehabilitation of Site 14 has been authorized under the authority of Public Law 83-566, as amended, the Watershed Protection and Flood Prevention Act of 1954; and as further amended by Section 313 of Public Law 106-472; and

Whereas, the responsibility for administration of the Flood Prevention Program authorized by Watershed Protection and Flood Prevention Act (Public Law 83-566), as amended, has been assigned by the Secretary of Agriculture to the NRCS; and

Whereas, a Supplemental Subwatershed Work Plan has been developed through the cooperative efforts of the sponsors and NRCS, said Supplement provides for works of improvement for Site

14 and is annexed to, and made part of, this agreement. The following paragraphs have been added to or modified in said agreement:

1. The sponsors will acquire all land rights, easements, or right-of-ways as will be needed in connection with the works of improvement. The sponsors own all of the land in the project area and no additional land rights are anticipated. The estimated cost is \$0.
2. The sponsors agree to participate in and comply with applicable federal floodplain management and flood insurance programs.
3. The sponsors hereby agree that they will comply with all of the policies and procedures of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. 4601 et seq. as implemented by 7 CFR Part 21) when acquiring real property interests for this federally assisted project. If the sponsors are legally unable to comply with the real property acquisition requirements of the act, they agree that, before any federal financial assistance is furnished, they will provide a statement to that effect, supported by an opinion of the chief legal officer of the state containing a full discussion of the facts and law involved. This statement may be accepted as constituting compliance. In any event, the sponsors agree that it will reimburse owners for necessary expenses as specified in 7 CFR 21.1006(c) and 21.1007.
4. The sponsors will be responsible for the costs of water, mineral, and other resource rights and will acquire or provide assurance that landowners or resource users have acquired such rights pursuant to state law as may be needed in the installation and operation of the works of improvement.
5. The City of Keyser will have the responsibility, if necessary, to obtain and use a temporary alternative water supply during the rehabilitation construction. The cost associated with the subject rights are not eligible as part of the sponsors' cost-share requirements.
6. The sponsors will obtain all necessary local, State, and Federal permits required by law, ordinance, or regulation for installation of the works of improvement. The cost associated with permitting is not eligible as part of the sponsors' cost-share requirements.
7. The estimated total rehabilitation costs to be paid by the sponsors and by NRCS are as follows:

NRCS - \$1,354,600	Sponsors - \$578,600
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8. The sponsors will provide leadership in updating the Emergency Action Plan (EAP) prior to rehabilitation and will update the EAP annually with local emergency response officials. NRCS will provide technical assistance in updating of the EAP. The purpose of the EAP is to outline appropriate actions and to designate parties responsible for those actions in the event of a potential failure of a floodwater retarding structure.
9. The sponsors will be responsible for the operation, maintenance, and replacement of the works of improvement by actually performing the work or arranging for such work, in accordance with the Operation and Maintenance Agreement. A specific Operation and Maintenance Plan, utilizing the NRCS National Operation and Maintenance Manual, will be prepared for Site 14 before issuing invitations to bid for construction. The term of the

agreements will be for 50 years, the service life expectancy of the project after rehabilitation.

10. The sponsors will be responsible for maintaining a municipal water supply for the term of the agreement. The term of the agreements will be for 50 years, the service life expectancy of the project after rehabilitation.
11. The costs shown in this agreement are preliminary estimates. Final costs to be paid by the parties hereto will be based on actual costs incurred for the installation of the works of improvement and the cost-share percentages stated in this agreement.
12. This agreement is not a fund-obligating document. Financial and other assistance to be furnished by NRCS in carrying out the Rehabilitation Plan is contingent upon the fulfillment of applicable laws and regulations and the availability of appropriations for this purpose.
13. The term of this agreement is for the expected life of the project (50 years) and does not commit the NRCS to assistance of any kind beyond that point unless agreed to by all parties.
14. A separate agreement will be entered into between NRCS and the sponsors before either party initiates work involving funds of the other party. Such agreements will set forth in detail the financial and working arrangements and other conditions that are applicable to the specific works of improvement.
15. This Rehabilitation Plan may be amended or revised only by mutual agreement of the parties hereto, except that NRCS may de-authorize or terminate funding at any time if it determines that the sponsors have failed to comply with the conditions of this agreement. In this case, NRCS shall promptly notify the sponsors in writing of the determination and the reasons for the de-authorization of project funding, together with the effective date. Payments made to the sponsors or recoveries by NRCS shall be in accordance with the legal rights and liabilities of the parties when project funding has been de-authorized. An amendment to incorporate changes affecting a specific measure may be made by mutual agreement between NRCS and the sponsors having specific responsibilities for the measure involved.
16. No member of, or delegate to Congress, or resident commissioner, shall be admitted to any share of this plan, or to any benefit that may arise there from; but, this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.
17. By signing this agreement, the Sponsors assure the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies."

POTOMAC VALLEY CONSERVATION DISTRICT  
500 East Main Street  
Romney, West Virginia 26757-5174

By: John H. Wagoner  
Title: Chairman  
Date: 11-05-08

The signing of this agreement was authorized by a resolution of the governing body of the Potomac Valley Conservation District adopted at a meeting held on

November 5, 2008.

By: John H. Wagoner  
Date: 11-05-08

WEST VIRGINIA STATE CONSERVATION COMMITTEE  
Gus R. Douglass Agricultural Center at Guthrie  
Charleston, WV 25305

By: Gus Douglass  
Title: Chairman  
Date: 10-22-08

The signing of this agreement was authorized by a resolution of the governing body of the West Virginia State Conservation Committee adopted at a meeting held on October 7, 2008.

By: Gus R. Douglass  
Gus R. Douglass, Chairman

Date: 10/22/08

CITY OF KEYSER  
Municipal Building  
Keyser, WV 26726

By: Glen Shumaker  
Title: Mayor  
Date: 11-24-08

The signing of this agreement was authorized by a resolution of the governing body of the City of Keyser adopted at a meeting held on 11-24-08.

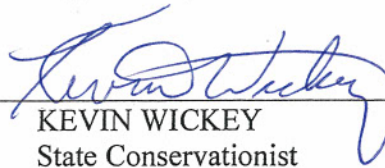
By: Glen Shumaker

Date: 11-24-08



Natural Resources Conservation Service  
UNITED STATES DEPARTMENT OF AGRICULTURE

Approved by:

  
\_\_\_\_\_  
KEVIN WICKEY  
State Conservationist

Date: 11/25/2008

**600.112 Special Provisions  
for  
Grants and Cooperative Agreements Act of 1977**

The recipient agrees to comply with the following special provisions which are hereby attached to this agreement.

**I. Drug-Free Workplace.**

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS (7 C.F.R. 3017)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.
2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternative I applies.
4. For grantees who are individuals, Alternative II applies.
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, and performers in concert halls or radio studios).

7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (See paragraph 5).
8. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular,
9. to the following definitions from these rules:

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including

- (i) all direct charge employees;
- (ii) all indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and,
- (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of sub-recipients or subcontractors in covered workplaces).

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS  
(7 CFR 3017)

ALTERNATIVE I. (GRANTEES OTHER THAN INDIVIDUALS)

A. The grantee certifies that it will or will continue to provide a drug-free workplace by—

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about—
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;



- (e) Notifying the agency in writing, within 10 calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
  - (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted-
    - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).
- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (street address, city, county, State, zip code)  
New Creek Site 14 (Site is located in Grant County)  
Keyser, Mineral County, WV 26726

Check ☐ if there are workplaces on file that are not identified here.

ALTERNATIVE II. (GRANTEES WHO ARE INDIVIDUALS)

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant.
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

**II. Disclosure of Lobbying Activities (7 CFR 3018)**  
**(Applicable if agreement exceeds \$100,000)**

**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**CERTIFICATION REGARDING LOBBYING - CONTRACTS, GRANTS, LOANS AND**  
**COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement;
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name Award Number or Project Name

Potomac Valley Conservation District

Name and Title of Authorized Representative

John H. Wayne

Signature Date 11-05-08

**III. Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions, (7 C.F.R. 3017)**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS (7 C.F.R. 3017)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled 'Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,' provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
10. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

11. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



#### **IV. Clean Air and Water Act**

Clean Air and Water Act Certification (applicable if agreement exceeds \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or is not otherwise exempt.)

The recipient signatory to this agreement certifies as follows:

- (a) Any facility to be utilized in the performance of this proposed agreement is \_\_\_\_\_, is not ☒, listed on the Environmental Protection Agency List of Violating Facilities.
- (b) To promptly notify the State or Regional Conservationist prior to the signing of this agreement by NRCS, of the receipt of any communication from the Director, Office of Federal Activities, U. S. Environmental Protection Agency, indicating that any facility which he/she proposes to use for the performance of the agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.
- (c) To include substantially this certification, including this subparagraph (c), in every nonexempt sub-agreement.

#### **Clean Air and Water Clause**

(Applicable only if the agreement exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA or the agreement is not otherwise exempt.)

##### **A. The recipient agrees as follows:**

- (1) To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et. sq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the signing of this agreement by NRCS.
- (2) That no portion of the work required by this agreement will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this agreement was signed by NRCS unless and until the EPA eliminates the name of such facility or facilities from such listing.
- (3) To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the agreement is being performed.

- (4) To insert the substance of the provisions of this clause in any nonexempt sub-agreement, including this subparagraph A. (4).

B. The terms used in this clause have the following meanings:

- (1) The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Public Law 91-604).
- (2) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-55).
- (3) The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1857c-5(d)), and approved implementation procedure or plan under section 111(c) or section 111(d), respectively, of the Air Act (42 U.S.C. 1857c- 6(c) or (d)), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).
- (4) The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standards, or other requirement which is promulgated pursuant to the Water Act or contained a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by a local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (3 U.S.C. 1317).
- (5) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with the scheduled or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or any air or water pollution control issued pursuant thereto.

- (6) The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location or site of operations, owned leased, or supervised by a sponsor, to be utilized in the performance of an agreement or sub-agreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collated in one geographical area.

#### **V. Assurances and Compliance**

As a condition of the grant or cooperative agreement, the recipient assures and certifies that it is in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive Orders and other generally applicable requirements, including those set out in 7 CFR 3015.205(b) which hereby are incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

#### **VI. Examination of Records**

Give the NRCS or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement. Retain all records related to this agreement for a period of three years after completion of the terms of this agreement in accordance with the applicable OMB Circular.